

DOCKET NO. NHH-CV22-6015448-S : SUPERIOR COURT
HOUSING SESSION

RE FUND II NH, LLC : JUDICIAL DISTRICT OF NEW
HAVEN AT NEW HAVEN

v. :

TASHIMA JONES ET AL : MAY 9, 2022

DEFENDANTS TASHIMA JONES AND TOMMY WILLIAMS’
MOTION TO DISMISS

Defendants Tashima Jones and Tommy Williams move this Court pursuant to Connecticut Practice Book § 10-30 to dismiss the above action for lack of subject matter jurisdiction. In support of their Motion to Dismiss, the Defendants, via counsel, state as follows:

1. The notice to quit in the present case was allegedly served by marshal on February 18, 2022, addressed to Tashima Jones, Tommy Williams, John Doe and Jane Doe.
2. The notice to quit indicates that the Defendants must vacate the premises “on or before **MARCH 23, 2022** (the “Quit Date”)” and that “[t]his notice is given **for one or more of** the following reasons:
 1. Nonpayment of rent within the grace period for residential property;
 2. The premises . . . are being occupied by one or more persons who never had a right or privilege to occupy such premises . . . ;
 3. The premises . . . are being occupied by one or more persons who originally had the right or privilege to occupy such premises but such right or privilege has terminated . . . ;
 4. Lapse of time.” (Emphasis added.)
3. The notice to quit provides no other information indicating the reasons for the notice, or which reasons apply to which tenant.
4. A tenant is entitled to sufficient information in a notice to quit to be informed of the reason for the eviction, and what they must do to mount a defense to that notice.

ORDER

The foregoing motion having been duly considered by this Court and it appears that it ought to be granted. Therefore, it is hereby

ORDERED: that this action be and hereby is dismissed.

BY THE COURT

JUDGE

CLERK

CERTIFICATION

This is to certify that on May 9, 2022, a copy of the foregoing was mailed, postage pre-paid, to the Weisman Law Firm LLC, 25 Central Ave., P.O. Box 260, Waterbury, CT 06720; and by email to evictions@weismanlawoffices.com.

/s/ 305401
Amy Eppler-Epstein

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TASHIMA JONES ET AL	:	MAY 9, 2022

MEMORANDUM IN SUPPORT OF MOTION TO DISMISS

I. INTRODUCTION AND RELEVANT FACTS

The instant proceeding is based on a notice to quit that lists four statutory reasons for the institution of the summary process action under General Statutes § 47a-23: nonpayment of rent, lapse of time, the tenant’s right or privilege having expired, or the tenant’s never having had a right or privilege to occupy the premises.¹ The reasons are not presented as alternative grounds for eviction. Instead, the notice to quit indicates that the action is being brought “for one or more” of the listed reasons.

A notice to quit is intended to allow a tenant to prepare a defense to an eviction. Merely relisting the statutory terms and indicating that one of those terms applies leaves the tenant guessing as to the motive for the eviction. There is no place for such guesswork in summary

¹The notice to quit indicates that “[t]his notice is given for one or more of the following reasons:

1. Nonpayment of rent within the grace period for residential property;
2. The premises . . . are being occupied by one or more persons who never had a right or privilege to occupy such premises . . . ;
3. The premises . . . are being occupied by one or more persons who originally had the right or privilege to occupy such premises but such right or privilege has terminated . . . ;
4. Lapse of time.”

process actions, and such a notice to quit must be found impermissibly vague. As a result, the notice is invalid and the Court lacks jurisdiction to hear this case.

II. THE COURT MUST DISMISS THIS ACTION BECAUSE THE NOTICE TO QUIT IS IMPERMISSIBLY VAGUE.

A. Legal Standards

1. Before commencing an eviction action, a landlord must serve a valid notice to quit.

It is well established that “[b]efore a landlord may pursue its statutory remedy of summary process under § 47a-23, the landlord must prove its compliance with all the applicable preconditions set by state and federal law for the termination of a lease.” *Jefferson Garden Associates v. Greene*, 202 Conn. 128, 143 (1987). In Connecticut, service of a valid notice to quit is a condition precedent to the institution of a summary process action. *Webb v. Ambler*, 125 Conn. 543, 552-553 (1939); *O’Keefe v. Atlantic Refining Co.*, 132 Conn. 613, 622 (1946). A proper notice to quit is, moreover, a jurisdictional necessity, and the failure to service a valid notice to quit deprives the court of subject matter jurisdiction. *Lampasona v. Jacobs*, 209 Conn. 724, 729 (1989); *Waterbury Twin, LLC v. Renal Treatment Centers-Northeast, Inc.*, 292 Conn. 459 (2009).

2. A notice to quit that does not set forth the reasons for the action with sufficient specificity for the defendant to prepare a defense is defective on its face and cannot support a summary process action.

General Statutes § 47a-23(b) requires that the notice to quit state the “reason or reasons for the notice to quit possession or occupancy,” while Section 47a-23(a) lists the permissible reasons for the institution of a summary process action. Those “are the only reasons that may be specified in a [valid] notice to quit.” *Benedetto v. Davis*, 1983 WL 187767, *1 (Conn. Super. 1983), citing *Bongiovanni v. Reardon*, 1982 WL 195304 (Conn. Super. 1982). As such, the failure to include one of the listed reasons divests the court of subject matter jurisdiction. See *Ruocco v. McKay*, 1982 WL 195431, *1 (Conn. Super. 1982). At the same time, simply listing

the reasons set forth in the statute is not necessarily sufficient to support a summary process action. *See, e.g., PVT, LC v. Young*, 1996 WL 422144, *2 (J.D. Hartford, New Britain, July 25, 1996) (holding that “nuisance” was not sufficiently specific to enable the defendant to properly defend the action).

Summary process is “a special statutory procedure designed to provide an expeditious remedy.... It enable[s] landlords to obtain possession of leased premises without suffering the delay, loss and expense to which, under the common-law actions, they might be subjected by tenants.... Therefore, the statutes relating to summary process must be narrowly construed and strictly followed.” (Citations omitted; internal quotation marks omitted.) *Hous. Auth. of City of New Haven v. DeRoche*, 112 Conn. App. 355, 361 (2009). Because summary process is generally an advantageous process for landlords, such safeguards for tenants are necessary and, in interpreting the law, “a paramount consideration” is the “goal of insulating the tenant from confusion and uncertainty.” *Centrix Management Co., LLC v. Valencia*, 132 Conn. App. 582, 589-90 (2011).

As such, a valid notice to quit “must be clear, unambiguous and specific.” *Bank of Hartford, Inc. v. Bultron*, 1992 WL 436240, *5 (Conn. Super. Ct. Dec. 3 1992). Indeed, the burden is on the landlord to prove that “the notices given to the tenant apprised [her] of the information a tenant needs to protect herself against premature, discriminatory or arbitrary eviction.” *Jefferson Garden Associates v. Greene*, 202 Conn. 128, 143 (Conn. 1987); *see also Suburban Greater Hartford Realty Management Corp. v. Edwards*, 123 Conn. App. 295, 300 (2010) (“There must be sufficient information in the notice to quit to allow the defendant to defend against the action.”). “If the reasons stated in a notice to quit are too general to serve the function of giving the tenant notice of the particular conduct the plaintiff claims gives rise to the

termination of the lease, the notice to quit is deficient.” *Shemesh v. Lombardi*, 2012 WL 1511394, *2 (Housing Session, J.D. of Middlesex, April 11, 2012).

In short, the notice to quit must contain enough information so that the tenant is not “required to guess the actual reason for the summary process action.” *Bultron*, 1992 WL 436240 at *5. Without a basic understanding of the reason for the eviction, a tenant has neither the ability to negotiate with the landlord prior to commencement of proceedings in court, nor the ability to prepare his defense should a complaint be filed. From the standpoint of both judicial efficiency and due process, the requirement of clarity makes sense, and it has been regularly upheld by courts of this state.

B. The Plaintiff’s Notice to Quit Is Impermissibly Vague and This Action Must Be Dismissed.

The Court lacks subject matter jurisdiction over the instant complaint because the underlying notice to quit fails to set forth the reasons for the termination of tenancy with enough specificity for the Defendant to prepare a defense.

Specifically, the notice to quit lists four separate – and, in some cases, facially contradictory – reasons for eviction, without indicating whether any one of them actually applies to the instant action. Rather, the notice to quit states that the tenants must vacate the premises “on or before **FEBRUARY 25, 2022** (the “Quit Date”)” and that “[t]his notice is given **for one or more** of the following reasons:

5. Nonpayment of rent within the grace period for residential property;
6. The premises . . . are being occupied by one or more persons who never had a right or privilege to occupy such premises . . . ;
7. The premises . . . are being occupied by one or more persons who originally had the right or privilege to occupy such premises but such right or privilege has terminated . . . ;
8. Lapse of time.”

(Emphasis added.)

Such a recital is ambiguous, misleading, and contrary to the purpose of the statutory requirement of notice. The notice does not allege these statutory provisions in the alternative – as several, overlapping reasons for eviction. *See Wilkes v. Thomson*, 155 Conn. App. 278, 282 (2015) (concluding that alternative pleadings may be proper in summary process proceedings). Instead, it states that the notice was issued for “one or more” of the following reasons, without giving the Defendant any firm understanding that any one of those reasons actually applies to him.² The Defendant in this case was left to guess, for instance, whether the Plaintiff intended to pursue eviction based on nonpayment of rent solely – not to mention for which months payment was allegedly missing – or whether the Plaintiff was satisfied that payment had been made but believed that the Defendant actually *never* had a right to the premises. Such a recitation of statutory terms is little better than simply referring to the statute and indicating that the Defendant was being evicted for ‘one of the reasons listed in section 47a-23(a).’

This ambiguity undermines the protections afforded to tenants in a summary process action, as well as the interest in judicial economy. First, it is impossible to mount a defense without knowing which provision – or provisions – are operative.

The problem comes into even starker relief where – as here – the notice to quit includes mutually exclusive provisions. Is the Plaintiff alleging that no lease exists – as in the case of an individual who “never had a right or privilege” to occupy the premises – or that the lease has been terminated for nonpayment? Or that there is a lease in effect that will terminate at the end of the rental period? It is impossible for the Defendant to know.

²This is distinct from cases where landlords have provided several reasons for an eviction without simultaneously indicating that some (or most) of them may not apply, as in the present case. *See, e.g., City of Bristol v. Ocean State Job Lot Stores of Connecticut, Inc.*, 284 Conn. 1, 6 (2007).

Not only does such ambiguity impact the Defendant's ability to mount a defense should the case arrive in housing court; it also wastes judicial resources by making it less likely that the parties will reach an agreement prior to the filing of a complaint. Clarity about the reason for eviction allows a tenant to address areas of confusion out of court, as well as to make proposals that might serve to ameliorate the relationship between parties and forestall an action in court. This is, of course, a requirement in cases involving a right to cure. *See, e.g., Clay Hill Assocs. v. Nieves*, 2010 WL 2682114, at *1 (Conn. Super. Ct. Apr. 20, 2010) ("Accordingly, the notice must be specific enough to allow a tenant to recognize his violations and either cure or defend against them."). Even in other cases, however, it is in the interest of the Court to encourage clarity at the outset so that the parties can resolve misunderstandings without judicial intervention. This is consistent with the Supreme Court's observation that superfluous inclusions in a notice to quit may generate confusion and "inhibit a tenant from preparing his or her defense," particularly where the recipient lacks legal sophistication. *See Presidential Village, LLC v. Perkins*, 332 Conn. 45, 62 (2019). For similar reasons, it may also dissuade tenants from seeking to resolve the case out of court and, instead, push cases unnecessarily into the realm of judicial oversight.

III. CONCLUSION

WHEREFORE, for all the foregoing reasons, the notice to quit served by the Plaintiff is invalid, and this Court lacks subject matter jurisdiction to proceed with the action. Accordingly, this action must be dismissed.

TASHIMA JONES, TOMMY WILLIAMS
THE DEFENDANTS

BY: /s/ 305401
Amy Eppler-Epstein
Their Attorney
New Haven Legal Assistance Assoc.
205 Orange Street
New Haven, CT 06510
Juris No. 305401
Tel: (203) 946-4811

CERTIFICATION

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